

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM309260

|   |                                   |                          |                                     |
|---|-----------------------------------|--------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                    |                          |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                 |                          |                                     |
| <b>CONVEYING PARTY DATA</b>   |                                   |                          |                                     |
| <b>Name</b>   | <b>Formerly</b>                   | <b>Execution Date</b>    | <b>Entity Type</b>                  |
| JMM Management Group, LLC   |                                   | 06/30/2014               | LIMITED LIABILITY COMPANY: ILLINOIS |
| <b>RECEIVING PARTY DATA</b>   |                                   |                          |                                     |
| <b>Name:</b>  | The Toronto-Dominion Bank         |                          |                                     |
| <b>Street Address:</b>  | 100 Wellington Street West        |                          |                                     |
| <b>Internal Address:</b>  | 26th Floor                        |                          |                                     |
| <b>City:</b>  | Toronto, Ontario                  |                          |                                     |
| <b>State/Country:</b>   | CANADA                            |                          |                                     |
| <b>Postal Code:</b>   | M5K 1A2                           |                          |                                     |
| <b>Entity Type:</b>   | Canadian Bank: CANADA             |                          |                                     |
| <b>PROPERTY NUMBERS Total: 4</b>  |                                   |                          |                                     |
| <b>Property Type</b>  | <b>Number</b>                     | <b>Word Mark</b>         |                                     |
| <b>Registration Number:</b>   | 3034030                           | JMM MANAGEMENT GROUP LLC |                                     |
| <b>Registration Number:</b>   | 3034029                           | APEC                     |                                     |
| <b>Registration Number:</b>   | 3217002                           | KNOWLEDGE CENTRE         |                                     |
| <b>Registration Number:</b>   | 3110742                           | IPMS                     |                                     |
| <b>CORRESPONDENCE DATA</b>  |                                   |                          |                                     |
| <b>Fax Number:</b>  | 7168490349                        |                          |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |                                   |                          |                                     |
| <b>Phone:</b>   | 716 856 4000                      |                          |                                     |
| <b>Email:</b>   | ddovi@hodgsonruss.com             |                          |                                     |
| <b>Correspondent Name:</b>  | Daniel F. Dovi - Hodgson Russ LLP |                          |                                     |
| <b>Address Line 1:</b>  | 140 Pearl Street, Suite 100       |                          |                                     |
| <b>Address Line 2:</b>  | The Guaranty Building             |                          |                                     |
| <b>Address Line 4:</b>  | Buffalo, NEW YORK 14202-4040      |                          |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 024392.00004                      |                          |                                     |
| <b>NAME OF SUBMITTER:</b>   | Daniel F. Dovi                    |                          |                                     |
| <b>SIGNATURE:</b>   | /daniel f dovi/                   |                          |                                     |
| <b>DATE SIGNED:</b>   | 07/01/2014                        |                          |                                     |

CH \$115.00 3034030

**Total Attachments: 6**

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## PLEDGE SUPPLEMENT (INTELLECTUAL PROPERTY)

For valuable consideration as further described in the General Security Agreement supplemented hereby, JMM Management Group, LLC, the "Grantor", and with an address of 2496 Technology Drive, Elgin, Illinois 60124, agrees with The Toronto-Dominion Bank, as Secured Party, as follows:

### SECTION 1. Definitions.

In this Agreement, the following terms shall have the following meanings (capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement as defined below):

**"Security Agreement"** means this General Security Agreement, dated as of June 30, 2014 from the Grantor to the Secured Party, as amended and supplemented from time to time.

**"Copyright Licenses"** means any and all agreements providing for the granting of any right in or to Copyrights (whether the Grantor is licensee or licensor thereunder).

**"Copyrights"** means all United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to Exhibit A-3 hereto, (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

**"Intellectual Property"** means, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

**"Patent Licenses"** means all agreements providing for the granting of any right in or to Patents) whether the Grantor is licensee or licensor thereunder).

**"Patents"** means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Exhibit A-1 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

**"Trademark Licenses"** means any and all agreements to which the Grantor is a party providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder).

**"Trademarks"** means all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Exhibit A-2 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds

of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

**“Trade Secret Licenses”** means any and all agreements to which the Grantor is a party providing for the granting of any right in or to Trade Secrets (whether the Grantor is licensee or licensor thereunder).

**“Trade Secrets”** means all trade secrets and all other confidential or proprietary information and know-how whether or not such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

## **SECTION 2. Reaffirmation of general security agreement; supplemental grant of security interest.**

The Grantor acknowledges, reaffirms and ratifies in all respects the Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by the Grantor of a security interest in all Intellectual Property included in the Collateral, as such term is defined in the Security Agreement.

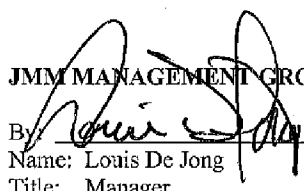
Without limiting the generality of the foregoing, to secure the payment and other performance of the Secured Obligations, the Grantor grants to the Secured Party a security interest in, and assigns, pledges and hypothecates to the Secured Party, all right, title and interest of the Grantor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to the Secured Party by the Grantor, (i) Intellectual Property (including, but not limited to, all Intellectual Property described on Exhibit A-I (Patents), Exhibit A-II (Trademarks) and Exhibit A-III (Copyrights) attached to and made a part of this Agreement), (ii) Supporting Obligations incident to, arising or accruing pursuant to or otherwise relating to any Intellectual Property, whether arising or accruing from any action taken by the Grantor or the Secured Party or otherwise, (iii) Proceeds, other proceeds and products of any of the things referred to in clauses (i) and (ii) of this sentence and (iv) Records relating to any of the things referred to in any of the foregoing clauses.

## **SECTION 3. Governing Law.**

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of the State of New York (including, but not limited to, Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) and, to the extent applicable, the federal law of the United States without regard to the law of any other jurisdiction.

Dated as of June 30, 2014

JMM MANAGEMENT GROUP, LLC

By   
Name: Louis De Jong  
Title: Manager

[Pledge Supplement (Intellectual Property) by JMM Management Group, LLC- Signature Page ]

**EXHIBIT A-I (PATENTS)**

Recording/Filings in United States Patent and Trademark Office

None

**EXHIBIT A-II (TRADEMARKS)**

Recording/Filings in United States Patent and Trademark Office

| Mark                                | No.       | Class | Reg. Date | Status                                 |
|-------------------------------------|-----------|-------|-----------|--|
| JMM MANAGEMENT GROUP LLC and design | 3,034,030 | 35    | 12/27/05  | Sec. 8 & 15<br>affidavit filed 8/30/11 |
| APEC and design                     | 3,034,029 | 42    | 12/27/05  | Sec. 8 & 15<br>affidavit filed 8/30/11 |
| KNOWLEDGE CENTRE                    | 3,217,002 | 42    | 3/13/07   | Sec. 8 & 15<br>affidavit filed 6/11/12 |
| IPMS (supplemental)                 | 3,110,742 | 36    | 6/27/06   | Sec. 8<br>Affidavit filed 6/21/12      |

**EXHIBIT A-III (COPYRIGHTS)**

Recording/Filings in United States Copyright Office

| Copyright Title  | No.          | Pub. Date | Reg. Date |
|------------------|--------------|-----------|-----------|
| APEC database    | TX 6-079-649 | 9/13/04   | 11/15/04  |
| IPMS             | TX 6-185-253 | 3/31/05   | 5/10/05   |
| SMART. system    | TX 6-071-440 | 9/13/04   | 11/15/04  |
| KNOWLEDGE CENTER | TX 6-180-147 | 3/31/05   | 5/10/05   |

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